8-27 BILL NO. S-83-07-

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SPECIAL ORDINANCE NO. S-/74-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Bercot, Inc., for Res. #1029-83 -Columbia Avenue Water Main Extension.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Bercot, Inc., for Res. #1029-83 - Columbia Avenue Water Main Extension, is hereby ratified and affirmed and approved in all respects. The work under said Contract requires:

> water main in and along Columbia Avenue from Coliseum Blvd., eastward 400+ to the East line of Lots 33 and 42 in Curdes Homewood Addition to the City of Fort Wayne, Indiana;

the Contract price is Eight Thousand Seven Hundred Six and 50/100 Dollars (\$8,706.50).

SECTION 2. Prior Approval was received from Council with respect to this Contract on July 19, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

That this Ordinance shall be in full force SECTION 3. and effect from and after its passage and any and all necessary approval by the Mayor.

Victure L

APPROVED AS TO FORM AND LEGALITY

Bruce O. Boxberger, City Attorney

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Read the firs	t time in f	ull and on m	otion by	Verige	2)
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Plan Commission fo due legal notice.	r recommend	ation) and P	ublic Hearing	to be held	aīter
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CONTRACTOR BIDDER'S BOI:3	STS E	COMPLETION TIME	420±1. F   each   each   astl. F   3stl. F   3stl. F   sotl. F	

## BARRETT LAW CONTRACT (Revolving Fund)

#### RESOLUTION NO. 1029-83

BOARD ORDER NO. 48-83

WORK ORDER NO. 63528

THIS CONTRACT made and entered into in triplicate this 13th day of City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

#### ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

water mains along Columbia Avenue from Coliseum Boulevard eastward 400 feet plus or minus to the east line of Lot 33 and 42 in Curdes Homewood Addition to the City of Fort Wayne, Indiana,

all according to Fort Wayne Water Utility Drawing No. Y-10573, Sheets 1 thru 1, and do everything required by this contract and the other documents constituting a part hereof.

#### ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of eight thousand seven hundred six dollars and fifty cents \$8,706.50. In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

#### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor. Payment for work performed under this Contract shall be made by the City Controller from funds on hand in the "Barrett Law Revolving Fund" after approval by the Board of Public Works.

WEBIDD JOB I, remove 7/12/83

Page 1 of/4

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT (REVOLVING BARRETT LAW FUND)

It is proposed that the entire project cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertising, area connection charges, etc. are to be financed through assessments to the benefited property owners and to the Fort Wayne Water Utility.

The Contractor shall file a "Completion Affidavit" with the Board of Public Works which indicates that the work on the project is substantially completed for acceptance by the City. The Water Engineering Department of the City of Fort Wayne, Indiana will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the Owner to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing, the Contractor has indicated his willingness for the Owner to retain sufficient and adequate monies to perform the necessary work. The Owner shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted.

When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 45 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

#### ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties here year first above written.	to have executed this Agreement the day and
	BERCOT INC.
	BY: Stewe Bercot, Prosident
	BY: Malun Jerret
	Secretary -TREASULER
	CITY OF FORT WAYNE, INDIANA
	BY: Win Moses, Jr., Mayor
	BOARD OF PUBLIC WORKS
A MIMTO CITI	Stephen A. Bailey, Chairman
ATTEST:	Buty R.Collins
Helen V. Gochenour, Clerk	Betty R. Collins, Member
APPROVED AS TO FORM AND LEGALITY:  ASSOCIATE CITY AND THE	
	the City of Fort Wayne on day of
Special Ordinance No.	

MUL.



# THE WESTERN CASUALTY AND SURETY COMPANY THE WESTERN FIRE INSURANCE COMPANY

The Company to provide this bond coverage shall be designated with an  $[\bar{x}]$  .

#### FORT SCOTT, KANSAS 66701

### PERFORMANCE BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

KNOW ALL MEN BY THE	SE PRESENTS:	DEDCOT IN			
That	(Here ins	ert full name and address or	C. legal title of the Contractor)		
			ayne, Indiana 4681		
as Principal, hereinafter called			JRETY COMPANY and/or THE	• • • • • • • • • • • • • • • • • • • •	COMPANY
Fort Scott, Kansas, as Surety,	hereinafter called Sure	ty, are held and firmly bound	unto F FORT WAYNE, INDI <i>F</i>		
***************************************	BOARD OF PUB	LIC WORKS, CITY O	F FORT WAYNE, INDIA	INA .	
	(Here i	nsert full name and address of	r legal title of the Owner)		
as Obligee, hereinafter called	Owner, in the amount of the owner.	SAND SEVEN HUNDREI	O SIX and 50/100ths		
(s 8, 706.50	) for the payme	ent whereof Contractor and Si	rety bind themselves, their hei	is avacutore administratore	Dollars
and assigns, jointly and sever			mety bind themserves, then her	is, executors, administrators,	2000000000
WHEREAS, Contractor has	by written agreement d	ated	29-83 - COLUMBIA AV	entered into a contract	with Owner
for	WATER CONTRAC	1 - RESOLUTION 102	29-83 - COLUMBIA AV	ENUE	
in accordance with Drawings	and Specifications prepa	ared by			
		re insert full name and addre	ss or legal title of Architect)		•••••
which contract is by reference					
NOW, THEREFORE, THE	CONDITION OF THIS	BLIGATION is such that, if	Contractor shall promptly and	faithfully perform said contrac	t, then this
obligation shall be null and v		emain in full force and effect or extension of time made by			
			ne Contract, the Owner having p	performed Owner's obligations	thereunder
the Surety may promptly remed	dy the default, or shall p	romptly	is contract, the owner having	seriormed Office 3 obrigations	mercunder
(1) Complete the Contract		•	ns and conditions, and upon det	and the state of t	
sible bidder, or, if the Owner such bidder and Owner, and mentracts of completion arrangeseding, including other costs	elects, upon determinat nake available as Work p ged under this paragraph s and damages for which is used in this paragraph	ion by the Owner and the Sure rogresses (even though there i) sufficient funds to pay the the Surety may be liable her i, shall mean the total amoun	esty jointly of the lowest response should be a default or a su cost of completion less the beunder, the amount set forth in it payable by Owner to Contract	sible bidder, arrange for a controcession of defaults under the palance of the contract price; the first paragraph hereof. The	act betwee contract of but not ex e term "bal
-			is from the date on which final		
No right of action shall administrators or successors	accrue on this bond to of the Owner.	or for the use of any person of	or corporation other than the Ov	vner named herein or the heirs,	executors
Signed and spaled this	lst		day of July	A. D. 19.	83
In the presence of:			BERCOT, INC.	(Prycipal)	(Seal
	••••••	/	JUST AMAN VO	(Title)	THE TO
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	THE WESTERN CASE	JALTY AND SURETY COMPA TRE INSURANCE COMPANY	10(/c)
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			Jerry C. Waak	Attorney	-in-Fact
Performance Bond for Genera	Contractors.		. 0		
SD 5715 (1)					

FORM FS 5617-R4



# THE WESTERN CASUALTY AND SURETY COMPANY THE WESTERN FIRE INSURANCE COMPANY

The Company to provide this bond coverage shall be designated with an [x]

#### FORT SCOTT, KANSAS 66701

#### LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

Note: This bond is issued simultaneously with performance bond in favor of	the owner conditioned on the full and faithful performance of the contract-
KNOW ALL MEN BY THESE PRESENTS:	TAIC
That BERCOT (Here insert full name and address	
6015 Huguenard Road, Fort	Wayne, Indiana 46818
as Principal, hereinafter called Principal, and THE WESTERN CASUALTY AN	D SURETY COMPANY and/or THE WESTERN EIREINSURANCE COURANY
Fort Scott, Kansas, as Surety, hereinafter called Surety, are held and firmly b BOARD OF PUBLIC WORKS, CIT	ound unto TY OF FORT WAYNE, INDIANA
	to to the of the owner,
as Obligee, hereinafter called Owner, for the use and benefit of claimants asEIGHT THOUSAND SEVEN HUN (Here insert a sum equal to at I	hereinbelow defined, in the amount of UDRED SIX and 50/100ths
(S. 8, 706.50), for the payment whereof Principal a	and Surety hind themselves, their hoirs, executors, administrates, and
assigns, jointly and severally, firmly by these presents.	successors
WHEREAS, Principal has by written agreement dated WATER CONTRACT - RESOLUTION	N 1029-83 - COLUMBIA AVENUE
in accordance with Drawings and Specifications prepared by	
(Here insert full name and addi	acc or lend title of Assessment
which contract is by reference made a part hereof, and is hereinafter referred	to as the Contract.
	at if the Principal shall promptly make payment to all claimants as herein-
2. A claimant is defined as one having a direct contract with the Principal casenably required for use in the performance of the contract, labor and mate seculine, telephone service or rental of equipment directly applicable to the Contract.	of or with a subcontractor of the Principal for labor, material, or both, used or rial being construed to include that part of water, gas, power, light, heat, oil, contract.
2. The above named Principal and Surety hereby jointly and severally agreemed in full before the expiration of a period of ninety (90) days after the date migrials were jurnished by such claimant, may sue on this bond for the use of any be justly due claimant, and have execution thereon. The Owner shall not	of Such claimant prosecute the suit to final judgment for such sum or sums as
3. No suit or action shall be commenced hereunder by any claimant,	
(a) Unless claimant, other than one having a direct contract with the Princ Fart, the Owner, or the Surety above named, within ninety (90) days after such that materials for which said claim is made, stating with substantial accurace colored, or for whom the work or labor was done or performed. Such notice shall opened, in an envelope addressed to the Principal, Owner or Surety, at an inequality and public officer.	the claimant did or performed the last of the work or labor, or furnished the last y the amount claimed and the name of the party to whom the materials were hall be served by mailing the same by registered mail or certified mail, post-
(a) After the expiration of one (1) year following the date on which Princips in the embedded in this bond is prohibited by any law controlling the constituted to the minimum period of limitation permitted by such law.	al ceased work on said Contract, it being understood, however, that if any ruction hereof such limitation shall be deemed to be amended so as to be
(a) Other than in a state court of competent jurisdiction in and for the coun have of, is situated, or in the United States District Court for the district in wh	ty or other political subdivision of the state in which the project, or any part
The amount of this bond shall be reduced by and to the extent of any pa	ent, whether or not claim for the amount of such lien be presented under and
and sealed this 1st	day of July A D 19 83
in the presence of:	BERCOT, INC. (Seal)
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Dy Of gen Charles (Title)
Jenniu J. Ruprocht	THE WESTERN CASUALTY AND SUFETY COMPANY THE WESTERN FIRE INSURANCE COMPANY BY HULL IN CA

### MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we BERCOT, INC.,
6015 Huguenard Road, Fort Wayne, Indiana 46818
as Principal and THE WESTERN CASUALTY AND SURETY COMPANY, a corporation
organized under the laws of the State of Kansas, with principal office at Fort Scott, Kansas, as Surety, are held and firmly bound unto
BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA
(hereinafter called the Obligee), in the penal sum of (\$8,706.50)
EIGHT THOUSAND SEVEN HUNDRED SIX and 50/100ths
Dollars, for the payment of which, well and truly to be made, we do hereby bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
DATED this 1st day of July , 19 83.
WHEREAS, the said Principal has heretofore entered into a contract with the Obligee above named for
WATER CONTRACT - RESOLUTION 1029-83 - COLUMBIA AVENUE
and,
WHEREAS, the work called for under said contract has now been completed and
accepted by said Obligee;
NOW, THEREFORE, the condition of this obligation is such, that if said
Principal shall, for a period of <u>ONE</u> year(s) from and after the WRITTEN DATE OF ACCEPTANCE BY THE CITY OF FORT WAYNE, INDIANA
indemnify the Obligee against any loss or damage directly arising by reason of
any defect in the material or workmanship which may be discovered within the
period aforesaid, then this obligation shall be void; otherwise to be and
remain in full force and virtue in law.
PROVIDED, HOWEVER, that in the event of any default on the part of said
Principal, written statement of the particular facts showing such default and
the date thereof shall be delivered to the Surety by registered mail, at its
Home Office in the City of Fort Scott, Kansas, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such
default, and that no claim, suit, or action by reason of any default of the
Principal shall be brought hereunder after the expiration of thirty days from
the end of the maintenance period as herein set forth.
DEPOSE OTHER 2 OF 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
BERCOT, CINC
1 M. 18 - 1103
184 No Lever Veril Clares
Principal ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (
THE WESTERN CASUALTY AND SURETY COMPANY
By: level and
Attorney In Fact   Jerry C. Waak

BILL NO. S-83-08-27

REPORT OF THE COMMITTEE ON CITY UTILITIES
WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN approving a Contract by the City of Fort Wayne by and
ORDINANCE
through its Board of Public Works and Bercot, Inc., for Res. #1029-8
Columbia Avenue Water Main Extension
PRIOR APPROVL RECEIVED 7/19/83
HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.
VICTURE L. SCRUGGS, CHAIRMAN Victure Serring
SAMUEL J. TALARICO, VICE CHAIRMAN Showell Jahanio
DONALD J. SCHMIDT
MARK E. GIAQUINTA
PAUL M. BURNS

Caremer 8 23 / Kenner

TITLE OF ORDIN	NANCE Contract for Water Main Res. #1029-83 Columbia Avenue Water Main E
DEPARTMENT REC	QUESTING ORDINANCE Board of Public Works
SYNOPSIS OF OR	
along Co	lumbia Avenue from Coliseum Blvd., eastward 400+ to the East line of Lots
and 42 i	n Curdes Homewood Addition to the City of Fort Wayne, Indiana. Contractor
Bercot. Contract	Inc. PRIOR APPROVAL RECEIVED THE 10 1002
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domestic and the second	
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Contracting property contractions	
EFFECT OF PASSAG	E Improvement of water conditions in Columbia Avenue area.
· See (a section of the section of t	
WFECT OF NON-PA	SSAGE
MONEY INVOLVED (I	DIRECT COSTS, EXPENDITURE, SAVINGS) \$8,706.50
SSIGNED TO COMMI	TTEE